

**Contract No. KHPA 2006-001**

**INTERAGENCY AGREEMENT  
regarding  
PROGRAM CONTINUATION  
between  
THE KANSAS HEALTH POLICY AUTHORITY  
and  
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
DIVISION OF HEALTH**

Whereas, the KHPA assumed authority for the health care database program per KSA 65-6801 through 6809 on January 1, 2006.

Whereas, KDHE as former administrator of the health care database has the ability to collect, compile and analyze information previously established for the health care database.

Therefore, the KHPA and KDHE agree to the provisions outlined in this Agreement.

**Article 1--Purpose**

The purpose of this Agreement is for the Kansas Department of Health and Environment, Division of Health (KDHE, DOH) to continue providing data services related to health care data governing board functions that statutorily transferred to the Kansas Health Policy Authority (KHPA) on January 1, 2006. This Agreement outlines the programmatic activities associated with the health care database and resources needed to provide those activities for the KHPA.

**Article 2--Description of datasets currently collected for the Kansas health care database:**

**Health Care Professional Database**—Centralized database of health care professionals in Kansas. Encompasses data reported from 8 licensure boards. Includes licensure, demographic and practice data. Basic services are provided to state agencies, universities, private entities and the public for full time equivalency estimations, address information for continuing education advertisement, recruitment purposes, health professional locator needs and other public health purposes. Fees for services are assessed per a fee schedule established by the Health Care Data Governing Board in 2003. Data are considered open record except for information on home addresses, social security numbers, telephone numbers and e-mail addresses. KDHE, DOH staff will continue to provide customer data for this program as in the past on behalf of the KHPA until otherwise advised.

**Hospital discharge data collection**—Community hospital data are acquired from the Kansas Hospital Association's (KHA) centralized database for which fees are paid to KHA. Specialty hospital data are acquired from individual facilities. Data are used for epidemiological, research and policy studies. Summarized data are disseminated via statistical reporting and KDHE's internet data query tool. Confidentiality provisions are applied to record level data analyses.

Article 3--Data Services to be provided by KDHE, DOH:

**Manage reporting to the health care database.** On behalf of the KHPA, KDHE, DOH will:

- a. continue to work with Kansas' health professional licensure boards, the Kansas Hospital Association and specialty hospitals to assure data are reported to the health care database as previously established
- b. review submitted data for quality assurance purposes and provide feedback to submitting entities to assure data reporting is in compliance, and
- c. notify KHPA when statutory powers are needed to enforce compliance.

**Provide data extraction services to the KHPA:** KHPA may require data extraction services. KDHE, DOH will provide these services free of charge, [up to 40 hours per month](#) .

**Use of Data:** All data collected are the sole ownership of the KHPA. KDHE, DOH may continue to use data for public health purposes per the rules and regulations established for the health care database. KDHE, DOH shall not use these data in any manner except as necessary to perform its obligations under this Agreement or by specific direction, in writing, by KHPA.

**Reports** KDHE, DOH shall provide the KHPA with monthly reports as specified by the KHPA regarding data provided on behalf of the health care database. The KHPA will set a standard reporting format during the 1st quarter of operation of this agreement.

**Confidentiality** KDHE, DOH shall adhere to the confidentiality provisions established by rules and regulations for the health care database and policies established by the Health Care Data Governing Board and KHPA.

Article 4--Terms

**Period of Agreement** This Agreement shall be effective from January 1, 2006, until June 30, 2006, with the option to extend this agreement pending agreement of all parties. Either party may terminate this Agreement for any reason by giving written notice of the termination to the remaining parties at least 90 days prior to the date of termination stated in the written notice.

**Modification of Agreement** Either party may initiate requests for modification of the Agreement. Modifications become effective when endorsed in writing by both parties and executed with the same formality as the original.

**Financial Considerations** Fees for services rendered on behalf of the health care database are to be collected by KDHE, DOH on behalf of the KHPA and shall be routinely deposited into the health care database fee fund. The KHPA will provide for the quarterly draw down of funds for salaries and operating expenses from the health care database fee fund for programmatic activities described above. Quarterly draw down amounts from the health care database fee fund for services described above are found in Attachment A.

**Force Majeure** Neither of the parties shall be liable for failure to perform under this Agreement if such failure is due to any of the following or similar causes: acts of God or governmental authorities, labor disturbances, riots, acts of war or terrorism, fires, power surges or power failures, or malfunctioning communication lines.

**Non-Discrimination** Neither party to this agreement shall discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, or religion, and the parties shall conform to the applicable provisions of the federal and state anti-discrimination acts. Parties shall also comply with the applicable provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Kansas Acts against Discrimination, and the Kansas Discrimination in Employment Act.

**Other terms**—In addition to the contractual provisions stated above, the provisions found in Contractual Provisions Attachment (Form DA 146A), which is included by reference and attached hereto, are hereby incorporated by reference.

Article 5--Contact information

Agency: Kansas Health Policy Authority

Signatory: Robert M. Day, Ph.D., Interim Executive Director

Address: 900 SW Jackson, Topeka KS, 66612

Phone: 785-296-3512

e-mail: [Robert.Day@da.state.ks.us](mailto:Robert.Day@da.state.ks.us)

Agency: Kansas Department of Health and Environment

Signatory: Roderick Bremby, Secretary

Address: 1000 SW Jackson, Topeka KS, 66612

Contact: Howard Rodenberg, M.D.

Phone: 785-296-1086

e-mail: [hrodenberg@kdhe.state.ks.us](mailto:hrodenberg@kdhe.state.ks.us)

Article 6--Signatures

In witness whereof, the authorized representatives of both parties attest to and execute this agreement, effective with this signing for the period set forth in Article 4.

By: \_\_\_\_\_  
Robert M. Day, Ph.D.  
Interim Executive Director, KHPA

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Roderick Bremby  
Secretary, KDHE

Date: : \_\_\_\_\_

## Attachment A

### Budget

<b>Item</b>	<b>FY 2006 Projected</b>	<b>Quarterly Draw Down</b>
Total Salaries and Wages	138,830	34,707.50
Total Contractual	14,347	3,586.75
Total Commodities	1,174	293.50
Total Capital Outlay		
Total Non-Expense	23,314	5,828.50
Total Expenditures	177,665	44,416.25
Total Positions	3.0	3.0

## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
  2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
  3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
  4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
  5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
  7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
  8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents

that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."